

**COCONINO COUNTY  
NOTICE OF REQUEST FOR PROPOSALS**

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Clerk of the Board of Supervisors for furnishing the following items or services to Coconino County as follows:

UNTIL: **October 4th, 2016 at 2:00 PM** FOR

RFP NUMBER: **2017-100**

ITEM: **ERP Consultant**

Specifications and proposal forms are available upon request. For any questions, contact Coconino County Purchasing Department, 219 E. Cherry Ave., Flagstaff, Arizona 86001. Telephone (928) 679-7190 or visit the County web site at <http://www.coconino.az.gov/purchasing>

Proposals shall be opened and the names of the Proposers publicly read in the meeting room of the Board of Supervisors, Flagstaff, Arizona. Details of each proposal shall not be announced at the time of opening. Such information shall be made public after all negotiations are completed and an award made by the Board. Award shall be made with reasonable promptness by giving written notice to the Proposer whose proposal best conforms to the invitation and will be the most advantageous to Coconino County. Other factors to be considered may include, but are not limited to, quality, uniformity of product and Proposer's past performance on other contracts. Award may be made to other than the low cost proposal. However, all proposals may be rejected if the Board of Supervisors determines that rejection is in the public interest.

A Pre-Bid Conference will be held on Monday September 19th, 2016 from 1:00 -2:00 pm Arizona time at 420 N. San Francisco St (HR Bldg), Flagstaff, AZ 86001. While this meeting is not mandatory, it is strongly recommended that all interested vendors attend.

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Wendy Escoffier, Clerk  
Board of Supervisors  
Coconino County, Arizona

## INSTRUCTIONS TO PROPOSERS

1. **PROPOSALS SHALL BE SUBMITTED WITH ONE ORIGINAL AND SIX COPIES, along with an electronic version of the same on a thumb drive.** In submitting Proposals, please reference the serial Proposal number on the envelope/package for the purpose of identification. **All Proposals shall be submitted with original ink signatures by the person authorized to sign.**
2. Proposals shall be delivered to and time stamped by the office of the Clerk of the Board of Supervisors, 219 E. Cherry Avenue Second Floor, Flagstaff, Arizona, 86001, on or before the day and hour set for the opening of Proposals in the published notice. Proposals shall be enclosed in a sealed envelope bearing the title and number of the RFP and the name of the Proposer. It is the sole responsibility of the Proposer to see that his/her Proposal is received at the proper time. Neither electronic nor “faxed” proposals shall be accepted.
3. Erasures, interlineations or other modifications in the Proposal shall be initiated in original ink by the authorized person signing the Proposal.
4. In the case of errors in extension of prices in Proposal, the unit price will govern.
5. Any Proposer may withdraw his/her Proposal, either personally or by written request, at any time prior to the closing time for receipt of Proposals.
6. All amendments to Proposals must be signed and returned to the Clerk of the Board of Supervisors with the Proposal on the specified due date and time.
7. Proposals will be opened and read in the meeting room of the Board of Supervisors at the time indicated in the call for Proposals. Details of each proposal, including proposed fees shall not be announced at the time of opening. Such information shall be made public after all negotiations are completed and an award made.
8. Proposals received after the scheduled closing time for receipt of Proposals will be returned, unopened, to the Proposer(s).
9. Per A.R.S. 11-254.01, award will be made with reasonable promptness to the Proposer whose Proposal best conforms to the Proposal Scope of Work and will be most advantageous to the County with respect to price, conformity to Scope of Work, and other factors.
10. All Proposals may be rejected if the Board determines that rejection is in the public interest.
11. The County reserves the right to waive any informalities in accepting and evaluating Proposals.

12. If a person contemplating a Proposal for a proposed contract is in doubt as to the true meaning of any part of the Proposal documents, or finds discrepancies in or omissions from said documents, he/she shall submit to the Coconino County Purchasing office a written request for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery.
13. It is the responsibility of all Proposers to examine the entire set of Proposal documents and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy prior to submitting a Proposal. The proposer is required to insure that the documents received through any electronic method or Bid posting service are complete. Negligence in preparing a Proposal confers no right of withdrawal after due date and time.
14. Questions regarding the Scope of Work received less than 14 DAYS PRIOR TO THE DUE DATE before the Proposal opening shall not be answered. Any interpretation or correction of the proposed documents will be made only by addendum, duly issued, and a copy of such addendum will be mailed or delivered to all who are known to have received a set of Proposal documents. Coconino County is not responsible for any other explanations or interpretations of the proposed documents.
15. Any addenda will be mailed or delivered to all who are known by the County to have received a set of Proposal documents, and to offices where Proposal documents have been filed for review purposes. Each Proposer may ascertain prior to submitting his/her Proposal that he/she is in receipt of all addenda issued by telephoning the Purchasing office at (928) 679-7190. Proposer shall acknowledge all addenda in accordance with the instructions on the Proposal.
16. Failure on the part of the Proposer to comply with all of these instructions may result in Proposal rejection by the Board of Supervisors.
17. All Proposal prices shall be guaranteed by the Proposer to remain unchanged for a period of one hundred and twenty (120) days from and including the date of the Proposal opening.
18. The Proposal specifications shall take precedence in any situation where the instructions to Proposer and the Proposal specifications are contradictory.
19. Coconino County, City of Flagstaff, Flagstaff Unified School District, Northern Arizona University, and Coconino Community College have implemented an Intergovernmental Cooperative Purchasing Agreement. The County is also a member of the cooperative purchasing group Strategic Alliance for Volume Expenditures (SAVE) which allows participating agencies to utilize awarded County contracts. Vendor(s) shall acknowledge and agree that the Proposal and proposal prices offered to the County will also be offered to these additional agencies should they elect to purchase off of this contract. Vendor shall note how long the Proposal prices shall remain firm. Each agency shall be responsible for ordering and payment of each order placed through this cooperative purchasing agreement.

20. All proposers shall complete the attached Disclosure of Responsibility Statement and the Non-Collusion Affidavit. Failure to do so may result in rejection of that proposal.
21. Coconino County and vendors will use their best cooperative efforts to resolve disputes arising in the normal course of business at the lowest organizational level between each party's staff with appropriate authority to resolve such disputes. When a dispute arises which cannot be resolved in the normal course of business, the authorized persons shall notify the other of the dispute, with the notice specifying the disputed issues and the position of the party submitting the notice. The authorized persons shall use their best good faith efforts to resolve the dispute within five business days of submission by either party to the other of such dispute notice.
22. All known subcontractors to this project must be indicated in the submittal. No subcontract will be construed as making the County a party of or to such subcontract, or subjecting the County to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Independent Contractor of liability and obligation under this contract; and despite any such subletting, the County shall deal through the Independent Contractor. Subcontractors will be dealt with as workmen and representatives of the Independent Contractor.
23. The offeror's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental, and safety laws, regulations, standards and ordinances regardless of whether or not they are referred to by the County. The proposer shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.
24. Coconino County's purchasing policy is in accordance with ARS 11-254.01. The County Board of Supervisors had adopted and approved this policy. The policy can be viewed on the County web site at <http://www.coconino.az.gov/purchasing>
25. Any proposer objecting to the recommendation of award, rejection of a proposal, solicitation procedures of an RFP, or any portion thereof, must submit a written protest to the Purchasing Specialist. This protest must be submitted prior to the Board of Supervisors meeting at which the recommendation is on the agenda for award or rejection. The protest must be filed with the Purchasing Specialist within three business days from notification of the recommendation. A complete description of the protest procedures may be found in the County Purchasing Policy located on the County's web site at <http://www.coconino.az.gov/purchasing>
26. If the County is unable to successfully negotiate a contract with the highest rated offeror, the County may, begin negotiations with the next highest rated proposal, cancel that RFP and re-solicit or completely cancel the RFP.

**STATEMENT REGARDING RESPONSIBILITY AND COMPLIANCE WITH  
IMMIGRATION AND ANTI-TERRORISM LAWS**

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

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2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affect the responsibility of the contractor. (See procurement policy section 7.2 for types of offenses.)

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3. List any convictions or civil judgments under state or federal antitrust statutes.

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4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

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5. List any prior suspensions or debarments by any government agency.

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6. List any contracts not completed on time.

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7. List any penalties imposed for time delays and/or quality of material and workmanship.

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8. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.
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9. In accordance with A.R.S § 41-4401, Offeror hereby warrants its compliance with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations related to the immigration status of its employees, and A.R.S. §23-214 which requires every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.

I, \_\_\_\_\_, as \_\_\_\_\_  
Name of Individual Title & Authority

Of \_\_\_\_\_, declare under oath that the above statements,  
Company Name

including any supplemental responses attached hereto, are true.

\_\_\_\_\_  
Signature

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_

20 \_\_\_\_ by \_\_\_\_\_ representing him/herself to be  
\_\_\_\_ of the company named herein.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

**AFFIDAVIT BY CONTRACTOR  
CERTIFYING THAT THERE WAS NO  
COLLUSION IN BIDDING FOR CONTRACT**

STATE OF ARIZONA        )  
                                      ) ss  
COUNTY OF:         )  
                                      )

\_\_\_\_\_  
(Name of Company, Representative)  
being first duly sworn, deposes and says:

That she/he is \_\_\_\_\_ of  
(Title)

\_\_\_\_\_  
(Name of Company)  
\_\_\_\_\_ and

That pursuant to Section 112 (C) of Title 23 USC, he/she certifies as follows:  
That neither he/she nor anyone associated with the said

\_\_\_\_\_  
(Name of Company)

has, directly or indirectly entered into any agreement, participated in any collusion or  
otherwise taken any action in restraint of free competitive bidding for the bid for the:

**RFP 2017-100  
ERP Consultant**

By: \_\_\_\_\_  
(Name of Individual/Representative)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Title:

My Commission expires:

\_\_\_\_\_  
(Notary Public)

**Coconino County  
RFP 2017-100  
ERP Consultant**

### **1.0 Purpose**

The purpose of this RFP is to obtain the services of an Independent Contractor (IC or, the Consultant) to provide professional Project Management consulting services related to the implementation of a newly purchased Enterprise Resource Program (ERP) for Coconino County.

### **2.0 Introduction**

The County issued an RFP in early 2016 to obtain an ERP system to serve the County Finance, Human Resources and County Departmental end users.

A Pre-Bid Conference will be held on Monday September 19th, 2016 from 1:00- 2:00 pm Arizona time at 420 N. San Francisco St (HR Bldg), Flagstaff, AZ 86001. While this meeting is not mandatory, it is strongly recommended that all interested vendors attend.

### **3.0 General Conditions**

Consultant shall not be affiliated with any potential vendor or show any bias toward any particular ERP Company/provider.

### **4.0 Scope of Work**

The work will be accomplished by the consultant and with the full cooperation and direction of the County's Project Team. The County has hired its own internal ERP Project Manager. The selected ERP vendor will also provide their Project Manager to the staffing of the project. The Consultant will work with, support and mentor the County's Project Manager. The Consultant will develop and provide the County Project Manager with appropriate project administrative methodology and assistance, including, but not limited to contract negotiations, project status monitoring and reporting, team leader support, project work task approaches, ERP design and process review/input, problem resolution, change order analysis, and direct communication with the vendor Project Manager

The Consultant must be dedicated to servicing the County during the project. The responsibilities include, but not limited to the following:

- Provide qualified consultants to deliver project;
- Conduct work in an efficient and expedient fashion;
- Assess, plan, and execute in conjunction with the County;

**Commented [PE1]:** This seems inaccurate. We have hired our Project Manager

**Commented [PM2]:** Should we add the minimum number of hours we expect the Consultant PM to be available per week?

**Commented [PM3]:** Again, what does this mean?



- Review of tasks, responsibilities and expected deliverables;
- Identification of primary/lead for the duration of this project

#### 4.1 Phase One

The Consultant will assist the County in final vendor proposal contract negotiations by providing expertise and experience gained from other similar ERP projects. In addition, the proposer will perform an independent and objective review of the County and Vendor's proposed project plan and staffing approach. The proposer will assess the project management structure, sufficiency of project resources dedicated to the project, sufficiency of project management tools, effectiveness of project communication methods and project reporting.

The Project Management review shall address the following as a minimum:

##### *Project Management*

- Scope Management: Change order and issues management
- Management Tools: Project tracking methods and reporting
- Reporting Methods: Accuracy: and frequency of reporting
- Time Management & Reporting: Adequacy of project team oversight
- Communication: Internal and External stakeholder communication

##### *Project Resources*

- Team Structure: Organization, design, and authority structure
- Resources: Availability, skill set and training of project team
- Administration: Meetings, day to day management of project tasks
- Supporting Resources: Availability of equipment and space

##### *Project Schedule*

- Completeness: Identification and scheduling of all critical path tasks for go-live
- Scheduling Tools: Use of appropriate methods

##### *Project Budget*

- Cost Management and Reporting: Completeness and accuracy of expenditure data
- Budget Assessment: Realistic budgeting methods

The County estimates that Phase One will commence in mid-October following the completion of vendor demonstrations. The County would like to finish contract negotiations, and complete the planning for the project by the end of the calendar year. The County would like to schedule the actual start of the project in the first quarter of 2017. The proposer must provide sufficient resources to accomplish Phase One within the described timeframe.

The work performed under Phase One will be based on a fixed fee, not to exceed basis. Proposer must identify anticipated hours they will commit to in performing Phase One work, and anticipated travel costs associated with Phase One. Work on Phase One will be primarily performed onsite at the County's Administrative Office or other designated area within the County. If work on Phase

**Commented [LB4]:** In the first quarter of 2017 calendar year.

One is appropriate to be performed remotely (document review, written updates, etc.), then such work can be performed remotely with prior approval from the County Project Manager

#### **4.2 Phase Two**

During the estimated twenty (20) months of implementation effort, the proposer will provide the County with services as described above in Section 4.0 Scope of Work.

The work performed under Phase Two will be based on a fixed fee, not to exceed basis. Proposer must propose hourly rates and anticipated travel costs associated with Phase Two. Work on Phase Two can be performed remotely provided proposer is in Flagstaff a minimum of one week of each month to review the results of the ongoing assessment with the County ERP Project Manager and to provide project status and update reporting to the County. At certain times, depending on work deliverables and project tasks, more than one week in a month on site may be required. The proposer will have sufficient resources to accommodate this flexibility.

The work performed under Phase Two will be negotiated during Phase I in order to be able to specifically identify the required scope of work and associated costs. Work on Phase Two can be performed remotely provided proposer is in Flagstaff a minimum of one week of each month to review the results of the ongoing assessment with the County ERP Project Manager and to provide project status and update reporting to the County. At certain times, depending on work deliverables and project tasks, more than one week in a month on site may be required. The proposer will have sufficient resources to accommodate this flexibility.

#### **4.3 County Responsibilities**

- Identify, schedule and confirm availability of support staff and management for interviews and meetings;
- Schedule meeting rooms or conference calls as necessary;
- Provide suitable workspace and/or training room for contractor personnel to accomplish their tasks; Provide cooperative access to knowledgeable staff that may be required during the examination phase of the project;
- Obtain and provide information, data, decisions and approvals;
- The County will designate a project manager from among its personnel who will be dedicated to this project. The County Management or Governance Steering Committee Team for this project will provide overall project oversight on an as-needed basis.

#### **5.0 Consultant Qualifications and Experience**

Selected firm must have a minimum of 5 years' experience providing applicable services and solutions.

Assigned project staff for the County's project must have a minimum of 3 years' experience leading and facilitating other ERP implementation projects.

Selected firm must have successfully completed a minimum of 3 government ERP engagements with state, city, county or similar municipal governments in the past 5 years. Preference may be given to vendors who have implemented Sungard or Tyler Munis systems and/or migrated from a Sungard/HTE system.

Lead consultant must have served as a lead consultant in a similar ERP engagement with at least two similar size government agencies within the past 3-4 years.

## 6.0 Submittal Requirements

Consultants who are deemed the most qualified may be invited to present to a review committee, their statement of work to be performed and a conceptual approach to the assessment and development of the County's ERP implementation plan and the acquisition of services.

- i) A signed letter of introduction from a person authorized to do business for the company.
- ii) Describe the Proposer's form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, Limited Liability Company) and detail the name, mailing address, and telephone number of the person the County should contact regarding the proposal.
- iii) Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years, and if so, an explanation providing relevant details.
- iv) Provide a statement of whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled nolo contendere to any felony, and if so, an explanation providing relevant details.
- v) Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.
- vi) Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.

**Commented [LB5]:** The ERP RFP is already completed. We are now into the site visit and final selection phase. Perhaps it should say..... statement of work to be performed and a conceptual approach to the assessment and development of the County's ERP Implementation Plan....

- vii) Provide a statement of Consultant's experience and qualifications. Should include the number of years the proposer has been providing similar services.
- viii) Describe the Consultant's organization's number of employees, client base, and location of offices.
- ix) Have you ever failed to complete deliverables or timeframes for work awarded to you? If so, where and why?
- x) Provide a brief, descriptive statement indicating the Consultant's credentials to deliver the services sought under this RFP.
- xi) Briefly describe how long the Consultant has been performing the services required by this RFP and include the number of years in business.
- xii) Provide a personnel roster and resumes of those who shall be assigned by the Proposer to perform duties or services under the contract.
- xiii) The resumes shall detail each individual's title, ERP experience, education, current position with the Proposer, and employment history.
- xiv) Provide a statement of whether the Consultant intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform.
- xv) Proposals shall be about twenty pages in length, not including table of contents, resumes' and reference pages. Please use comb style binding instead of three ring binders. All text shall be in portrait format (no landscape).

**Commented [PM6]:** Wouldn't it make sense to ask about failed deliverable or timeframes rather than an entire project failing? It is unlikely that entire projects fail (very subjective). Whereas extended deadlines to meet deliverables is more concrete.

## 6.2 TECHNICAL APPROACH

- i) Provide a narrative that illustrates the Consultant's understanding of the County's requirements.
- ii) What have been the significant problems with ERP implementations in other agencies? Describe how you will help the County avoid similar problems.
- iii) Provide a narrative that illustrates how the Consultant will complete the scope of services and accomplish required objectives.
- iv) Provide a narrative that illustrates how the Consultant will manage the firm's portion of the project, ensuring completion of the scope of services, and accomplishing required objectives.

- v) Describe your actual experiences in dealing with “cultural change management” in ERP implementations.
- vi) Describe your company’s approach and methods for retaining a stable consulting staff. Include processes you have in place for motivating your staff to perform at their maximum capability. Also, address plans you have for ensuring technical competence in a changing technological environment.
- vii) In your opinion, what are the top five critical success factors (in priority order with #1 being most important) in an ERP project in the public sector? Discuss how you would help the County deal with each of these to mitigate the risk of failure.
- viii) Statement of proposed services timetable and availability: Should respond to scope of work. Provide a summary of timetable and availability of proposer to prioritize the County’s project. Timetable shall cover the total hours provided in the financial proposal section.

## 7.0 COST PROPOSAL

Consultant will perform the Scope of Services on a Phased approach and a fixed Hourly Fee Schedule. Any additional services authorized by the County shall be billed utilizing an Hourly Fee Schedule. Consultant shall provide a firm fixed fee for Phase I services, inclusive of travel.

**All costs including travel are to be included in your proposal. The County will not accept any additional costs.**

The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the County.

Please provide an hourly fee for additional services performed outside the RFP Scope of Work. List all applicable staff rates

Proposer agrees to reimbursement for per diem expenses on travel, lodging, and any other travel related expense **outside the Scope of Services**, which are approved in advance by the County’s Project Manager, in accordance with the County policies and limits.

## 8.0 Selection Factors

The proposals shall be evaluated according to the following criteria, shown in descending order of importance.

i. Organizational and Personnel Qualifications

Evaluation criteria will include a) relevant organization and personnel experience and knowledge, b) business, organizational and technical skills; and c) committed availability of consultant staff to the County's project.

ii. Project Experience & Qualifications

Evaluation criteria will include a) the number and types of similar ERP projects the Offeror or its employees have completed successfully; b) the general level of experience in the areas of project leadership, execution and monitoring; c) the organization's ability to satisfy project objectives; and d) the level of satisfaction expressed by the customer references provided.

iii. Project Approach

Evaluation criteria will include a) the detail and clarity of the proposed approach to successfully execute the project; b) the inclusion of any unique approaches designed to save time and money or increase the benefits or effectiveness of the proposed work; and c) the quality, clarity and completeness of the sample deliverables.

**Independent Contractor Information**  
**RFP 2017-100**

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Company Name

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Address

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City / State / Zip

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Authorized Signature

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Printed Name and Title

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Telephone/Fax

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Date

---

E-mail Address

INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 2016,

BETWEEN

(hereinafter the "Independent Contractor"),

AND

COCONINO COUNTY, a political subdivision of the State of Arizona, of 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the "County");

WHEREAS:

A. The Count has a need for an Independent Contractor to Project Management consulting services related to the implementation of a newly purchased Enterprise Resource Program (ERP) for Coconino County, (hereinafter, the Services); and,

B. The County issued RFP 2017-100 in order to obtain the Services; and,

C. The Independent Contractor submitted the successful proposal; and,

D. The parties wish to contract upon the following terms and conditions.

THEREFORE, in consideration of their mutual promises set out herein, the Independent Contractor and the County agree as follows:

I. Scope of Work

To be negotiated

II. Compensation/Revenue Plan

To be negotiated

III. Term of Agreement

To be negotiated

IV. Termination of Agreement

Either party may terminate this Agreement, with or without cause, by giving ninety (90) days written notice to the other party. In that event, the terminate date shall be the thirtieth (30<sup>th</sup>) day after furnishing proper notice to the other party.



V. Insurance

The Independent Contractor will provide and maintain and cause its sub-contractors to provide and maintain appropriate insurance acceptable to the County.

A. In no event will the total coverage be less than the minimum insurance coverage specified below:

- i. Commercial General Liability occurrence version in an amount not less than One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, and products and completed operations and shall include the following;

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

- ii. Automobile Liability in an amount not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence to include either “any auto” or “scheduled, owned, hired, and or non-owned vehicles, or as required by the state of Arizona for privately owned vehicles. Such insurance shall include coverage for loading and unloading hazards.
- iii. A Certificate of Insurance for workers’ compensation coverage or Sole Proprietor Waiver, if the Independent Contractor has no employees. If a Certificate of Insurance is provided, the insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.

B. The Independent Contractor will name the County, its agents, officials, employees and volunteers as additional insureds for general liability including premises/operations, personal and advertising injury, products/completed operations, and as additional insured for automobile liability, and will specify that the insurance afforded by the Independent Contractor is primary insurance and that any insurance coverage carried or self-insurance by the County, any department or any employee will be excess coverage and not contributory insurance to that provided by the Independent Contractor. Said policies must contain a severability of interest provision. County reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Independent Contractor.

C. If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

D. Upon the execution of this Agreement by the Independent Contractor, the Independent Contractor will furnish the County with copies of the Certificates of Insurance drawn in conformity with the above insurance requirements. The County reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements. Failure on the part of the Independent Contractor to procure and maintain the required liability insurance and provide proof thereof to the County within ten (10) days following the commencement of a new policy, will constitute a material breach of the Agreement upon which the County may immediately terminate the Agreement.

E. The Independent Contractor will comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers' compensation coverage, or Sole Proprietor Waiver, will be provided within ten (10) days of signing this Agreement. The insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.

#### VI. Indemnification

The Independent Contractor will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and save harmless the County and/or any of its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, losses, costs and/or damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the County on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Independent Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Independent Contractor and/or its subcontractors or claims under similar such laws or obligations. The Independent Contractor's obligations under this paragraph do not extend to any liability caused by the sole negligence of the County or its employees.

#### VII. Independent Contractor's Status

The Independent Contractor will operate as an independent contractor and not as an officer, agent, servant, or employee of the County.

A. The Independent Contractor will be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent contractor, the Independent Contractor is responsible for the payment of all applicable income and employment taxes and for providing all workers' compensation insurance required by law.

B. The independent contractor will operate as an independent entity and none of the employees of the independent contractor are to be considered employees of Coconino County. Independent contractor employees are not eligible for Coconino County group health insurance or other benefits.

C. The independent contractor will be solely responsible for offering health insurance to its employees as required by the Affordable Care Act, and for any penalties charged to it by the Internal Revenue Service for noncompliance with the Affordable Care Act.

D. In performance of services within this contract, the independent contractor shall determine his/her necessary hours of work. Contractor shall provide whatever tools; equipment, vehicles, and supplies Contractor may determine to be necessary in performance of services hereunder. Contractor may establish offices in such locations within or outside Arizona, as Contractor may determine to be necessary for the performance of services hereunder, and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to Contractor.

E. The Independent Contractor has no authority to enter into contracts or agreements on behalf of the County. This Agreement does not create a partnership between the parties.

#### VIII. Force Majeure

Independent Contractor will not be liable for any unforeseen acts or events that prevent it from performing its obligations under this Agreement, if beyond the control of the party despite exercise of due diligence, including, but not limited to, delays caused by fire, flood, earthquake, landslide, washouts, storm damage, acts of war or terrorism, unavailability of materials or supplies, epidemics, labor strikes, civil disturbances, insurrections, riots, explosions, and acts of God.

#### IX. Immigration and Scrutinized Business

Pursuant to A.R.S. 41-4401, Coconino County, as a political subdivision of the State of Arizona, is required to include in all contracts the following requirements:

A. The Independent Contractor and each of its subcontractors warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-314(A).

B. A breach of warranty under paragraph (a) above shall be deemed a material breach of the contract and is subject to penalties up to and including termination of the contract.

C. The County retains the legal right to inspect the papers of the Independent Contractor or an of its subcontractors who work on the contract to ensure that Independent Contractor or its subcontractor(s) is complying with the warranty provided under paragraph (a) above.

D. False certifications may result in the termination of this contract.

X. Certification Pursuant to A.R.S. § 35-393.01

Pursuant to the requirements of A.R.S. § 35-393.01(A), the Independent Contractor hereby certifies that the Independent Contractor is not currently engaged in a boycott of Israel. The Independent Contractor further certifies that no wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of the Independent Contractor (if any) are currently engaged in a boycott of Israel. Independent Contractor further and additionally agrees that for the duration of this Contract, neither Independent Contractor, nor any wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of Independent Contractor (if any) shall engage in a boycott of Israel.

For purposes of this Section, “boycott of Israel” shall mean engaging in a refusal to deal, terminating business activities, or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either: (a) in compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 U.S.C. § 4607(c) applies; or (b) in a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

X. Non-Appropriation of Funds

Notwithstanding any other provisions in this Contract, this Contract may be terminated if the County’s governing body does not appropriate sufficient monies to fund its obligations herein or if grant funds are terminated or reduced for the purpose of maintaining this Contract. Upon such termination, the County shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

XI. Amendment and Entirety of Contract

This document constitutes the entire agreement between the parties with respect to the subject matter hereto and supersedes all previous proposals, both oral and written, negotiations, representation, commitments, writings, agreements and other

communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

XII. Records

The Independent Contractor will:

A. Submit all reports and invoices specified in this Agreement.

B. Retain and contractually require each subcontractor to retain all data and other records relating to the acquisition and performance of this Agreement (hereinafter the "Records") for a period of (5) years after the termination or completion of this Agreement. If any litigation, claim, dispute or audit is initiated before the expiration of the five (5) year period, the Records will be retained until all litigation, claims, disputes or audits have been finally resolved. All Records will be subject to inspection and audit by the County at reasonable times. Upon request, the Independent Contractor will produce a legible copy of any or all Records.

XIII. Approval by the County

Before this Agreement can become effective and binding upon the County, it must be approved by the County Board of Supervisors. In the event that the Board of Supervisors fails or refuses to approve this Agreement, it will be null and void and of no effect whatsoever.

XIV. Waiver

The failure of either party at any time to require performance by the other party of any provisions hereof will in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of the breach of any provision hereof will not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

XV. Non-assignment

This Agreement is non-assignable. Any attempt to assign any of the rights, duties or obligations of this Agreement is void.

XVI. Cancellation of Agreement

This Agreement may be cancelled by the County pursuant to A.R.S. § 38-511.

XVII. Non-discrimination

The Independent Contractor will comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations prohibiting discrimination.

XVIII. Notice

Any notice given in connection with this Agreement must be given in writing and delivered either by hand to the party or by certified mail-return receipt to the party's place of business as set forth above.

XIX. Choice of Law

Any dispute under this Agreement or related to this Agreement will be decided in accordance with the laws of the State of Arizona.

XX. Severability

If any part of this Agreement is held to be unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

XXI. Authority

Independent Contractor warrants that the person signing below is authorized to sign on behalf of Independent Contractor and obligate Independent Contractor to the above terms and conditions.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinbefore indicated.

(Name of Independent Contractor in CAPS) COCONINO COUNTY

By \_\_\_\_\_  
(Name and title)

By \_\_\_\_\_  
Lena Fowler  
Chair, Board of Supervisors

ACKNOWLEDGED before me  
by (Name) as (title) of and for  
(Independent Contractor) on  
this \_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:  
\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Notary Public

Approved as to form:  
\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
My Commission Expires